

VIA E-MAIL

James M. Tucker
Senior Vice President of Legal Affairs
North American Concerts

October 4, 2010

Mrs. Diane R. Schwartz Jones
Assistant Chief Administrative Officer
Montgomery County
101 Monroe Street, 3rd. Floor
Rockville, Md. 20850
(240) 777-6736

Re: Lease Agreement dated January 17, 2008, *as amended* "Lease"
Live Nation Worldwide, Inc. "Tenant"
Montgomery County, Maryland "County"
The Fillmore
Silver Spring, MD
Lease Amendment

Dear Mrs. Jones:

With reference to the above, for the benefit of County and Tenant and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties desire to further amend the Lease as follows:

1. Recital C is deleted in its entirety and replaced with the following: "The County accepts the Arts and Entertainment Use proposed for the LDG Property as part of the Project and entered into a County Conveyance Agreement ("Conveyance Agreement") with LDG on November 12, 2009, pursuant to which LDG offered to the County as an amenity for the Project, a portion of the LDG Property, hereinafter defined as the "Land", improved by the LDG Premises Work (as defined below), which shall be used as an entertainment venue and which shall include rights of use and access as necessary to support and use the Building (defined within).
2. The 4th and 5th sentences of Section 3(g) shall be deleted and replaced with, "Landlord made application to the applicable governmental authorities which issue any required permits for exterior signage for review and approval of Tenant's signage package for the exterior of the Premises, as set forth on the Signage Plans attached hereto as Exhibit H, including, without limitation, a "Marquee Sign" as shown on the Signage Plans. Landlord received approval of the Signage Plans on July 8, 2010.";
3. All references in Section 7(b) to July 1, 2010 shall be changed to July 15, 2011;
4. All references in Section 7(b) to September 1, 2009 shall be changed to September 2, 2010;
5. All references in Section 7(b) to June 15, 2009 shall be changed to September 2, 2010;
6. All references in Section 7(b) to July 15, 2009 shall be changed to September 1, 2010;
7. All references in Section 7(b) to April 1, 2008 shall be changed to December 1, 2009;

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Mrs. Diane R. Schwartz Jones
Assistant Chief Administrative Officer
Montgomery County
LEASE AMENDMENT
October 4, 2010
page 2

8. All references in Section 7(g) to September 1, 2009 shall be changed to September 2, 2010;
9. All references in Section 7(g) to October 15, 2009 shall be changed to October 2, 2010 and the right to extend shall be limited to latent conditions discovered during excavation;
10. All references in Section 8(b) to July 1, 2010 shall be changed to July 15, 2011;
11. Section 47(a) shall be deleted in its entirety;

Furthermore, attached please find the following exhibits which were not included at the time of the execution of the Lease:

Exhibit A-1: Legal Description of the LDG Property

Exhibit A-2: Legal Description of the Land

Exhibit B: Description of the Parking Easement Area

Exhibit C: LDG Premises Work. This exhibit has been replaced with the specifications, drawings, addenda and additional documents that comprise the construction contract with the James G. Davis Construction Company and were approved as the Final Plans by Live Nation on August 5, 2010, and subject to the document list being updated to include the final Civil Engineering documents uploaded to the ftp site on August 12, 2010.

Exhibit E: Protected Items. This exhibit originally referenced items on Exhibit C. These items are now in the attached Exhibit E, subject to the protected items having the requirement that the stage right loading dock is subject to Live Nation written approval of detailed drawings in their entirety, the final loading dock configuration and details are subject to Live Nation's review and written approval.

Exhibit H: Signage Plan

Exhibit I: Approved Site Plan – subject to Live Nation's final review and written approval of access ways and loading docks and the temporary and permanent easements therefore. It is also noted that the square footage referenced is for zoning purposes only, with the actual complete gross square footage being approximately 34,000 square feet.

As amended hereby, the Lease remains in full force and effect, and County and Tenant do hereby ratify and reaffirm their obligations under the Lease, as hereby amended.


This Lease Amendment may be executed and delivered in any number of counterparts, each of which shall be deemed an original, and all of which taken together shall constitute but one and the same instrument. This Lease Amendment shall become binding only when both County and Tenant have executed and delivered to the other one or more counterparts. Such delivery may occur via facsimile or electronic mail.

If the above is acceptable to the County, please execute this letter where indicated below and return an executed copy to me by e-mail.

Mrs. Diane R. Schwartz Jones
Assistant Chief Administrative Officer
Montgomery County
LEASE AMENDMENT
October 4, 2010
page 3

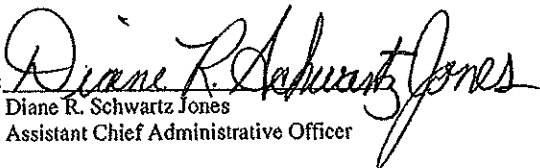
In the interim, should you have any questions or require assistance, please let me know.
Once again, thank you for your continued time and cooperation in this matter.

Sincerely,
Live Nation Worldwide, Inc.


James Tucker
Senior Vice President of Legal Affairs
North American Concerts

AGREED AND CONSENTED TO this 8th day of October, 2010 by Montgomery County,
Maryland.

MONTGOMERY COUNTY, MARYLAND

By: 
Diane R. Schwartz Jones
Assistant Chief Administrative Officer

cc: File

LIVE NATION

Tel 713.693.2738 Fax 713.693.8695
jamestucker@livenation.com

VIA E-MAIL

James M. Tocker
Vice President of Legal Affairs
Real Estate - Venues and Alliances

December 17, 2008

Mrs. Diane R. Schwartz Jones
Assistant Chief Administrative Officer
Montgomery County
101 Monroe Street, 3rd Floor
Rockville, Md 20850
(240) 777-6736

Re: Lease Agreement dated January 17, 2008 "Lease"
Live Nation Worldwide, Inc. "Tenant"
Montgomery County, Maryland "County"
Fillmore
Silver Spring, MD
Lease Amendment

Dear Mrs. Jones:

With reference to the above and my letters of March 18, 2008, May 30, 2008 and July 14, 2008 and your letter of October 31, 2008, for the benefit of County and Tenant and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties desire to further amend the Lease as follows:

1. All references to the date by which the Conveyance Agreement is to be entered into shall be changed to January 31, 2009;
2. All references to April 1, 2008 (as amended) in Section 7(b) of the Lease shall be changed to January 31, 2009;
3. All references to the date by which the Signage Plan is to be attached to the Lease shall be changed to January 31, 2009;
4. All references to September 1, 2008 in Section 3(g) of the Lease shall be changed to February 27, 2009; and
5. All references to May 1, 2008 (as amended) in Section 3(g) of the Lease shall be changed to January 31, 2009

As amended hereby, the Lease remains in full force and effect, and County and Tenant do hereby ratify and reaffirm their obligations under the Lease, as hereby amended.

This Lease Amendment may be executed and delivered in any number of counterparts, each of which shall be deemed an original, and all of which taken together shall constitute but one and the same instrument. This Lease Amendment shall become binding only when both County and Tenant have executed and delivered to the other one or more counterparts. Such delivery may occur via facsimile or electronic mail

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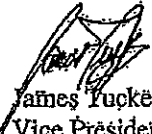
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Mrs Diane R. Schwartz Jones
Assistant Chief Administrative Officer
Montgomery County
LEASE AMENDMENT
December 17, 2008
page 2

If the above is acceptable to the County, please execute this letter where indicated below and return an executed copy to me by e-mail.

In the interim, should you have any questions or require assistance, please let me know. Once again, thank you for your continued time and cooperation in this matter

Sincerely,
Live Nation Worldwide, Inc.


James Tucker
Vice President of Legal Affairs
Real Estate - North American Music

AGREED AND CONSENTED TO this 23 day of December, 2008 by Montgomery County, Maryland.

MONTGOMERY COUNTY, MARYLAND

By: 
Diane R. Schwartz Jones
Assistant Chief Administrative Officer

cc: File



OFFICES OF THE COUNTY EXECUTIVE

Isiah Leggett
County Executive

Timothy L. Firestine
Chief Administrative Officer

VIA E-MAIL

October 31, 2008

Mr. James Tucker
Vice President of Legal Affairs
Live Nation Worldwide, Inc.
2000 West Loop South, Suite 1300
Houston, Texas 77027

Re: Lease Agreement dated January 17, 2008 "Lease"
Live Nation Worldwide, Inc. "Tenant"
Montgomery County, Maryland "County"
Fillmore
Silver Spring, MD
Lease Amendment

Dear Mr. Tucker:

With reference to the above and your letters of March 18, 2008, May 30, 2008, and July 14, 2008 (collectively the "Letters") for the benefit of County and Tenant and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties desire to further amend the Lease as follows:

- 1 All references to November 1, 2008 as the date by which the Conveyance Agreement is to be entered into shall be changed to December 31, 2008;
2. All references to November 1, 2008 in Section 7(b) of the Lease (as amended by the Letters) shall be changed to December 31, 2008;
- 3 All references to November 1, 2008 as the date by which the Signage Plan is to be attached to the Lease shall be changed to December 31, 2008; and
- 4 All references to November 1, 2008 in Section 3(g) of the Lease (as amended by the Letters) shall be changed to December 31, 2008.

As amended hereby, the Lease remains in full force and effect, and County and Tenant do hereby ratify and reaffirm their obligations under the Lease, as hereby amended.

This Lease Amendment may be executed and delivered in any number of counterparts, each of which shall be deemed an original, and all of which taken together shall constitute but one and the same instrument. This Lease Amendment shall become binding only when both


Mr. James Tucker
October 31, 2008
Page 2

County and Tenant have executed and delivered to the other one or more counterparts. Such delivery may occur via facsimile or electronic mail.

If the above is acceptable to the Tenant, please execute this letter where indicated below and return an executive copy to me by e-mail.

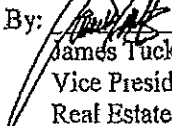
In the interim, should you have any questions or require assistance, please let me know. Once again, thank you for your continued time and cooperation in this matter.

Sincerely,


Diane Schwartz Jones
Assistant Chief Administrative Officer

AGREED AND CONSENTED TO this 31st day of October, 2008 by Live Nation Worldwide, Inc

LIVE NATION WORLDWIDE, INC.

By: 
James Tucker
Vice President of Legal Affairs
Real Estate -- Venues and Alliances

LIVE NATION

Tel 713.693.2738 Fax 713.693.8695
jamestucker@livenation.com

VIA E-MAIL

James M. Tucker
Vice President of Legal Affairs
Real Estate - Venues and Alliances

July 14, 2008

Mrs. Diane R. Schwartz Jones
Assistant Chief Administrative Officer
Montgomery County
101 Monroe Street, 3rd. Floor
Rockville, Md. 20850
(240) 777-6736

Re: Lease Agreement dated January 17, 2008 "Lease"
Live Nation Worldwide, Inc. "Tenant"
Montgomery County, Maryland "County"
Fillmore
Silver Spring, MD
Lease Amendment

Dear Mrs. Jones:

With reference to the above and my letters of March 18, 2008 and May 30, 2008, for the benefit of County and Tenant and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties desire to further amend the Lease as follows:

1. All references to July 15, 2008 as the date by which the Conveyance Agreement is to be entered into shall be changed to November 1, 2008;
2. All references to July 15, 2008 in Section 7(b) of the Lease (as amended by my letter of March 18, 2008) shall be changed to November 1, 2008;
3. All references to July 15, 2008 as the date by which the Signage Plan is to be attached to the Lease shall be changed to November 1, 2008; and
4. All references to July 15, 2008 in Section 3(g) of the Lease (as amended by my letters of March 18, 2008 and May 30, 2008) shall be changed to November 1, 2008

As amended hereby, the Lease remains in full force and effect, and County and Tenant do hereby ratify and reaffirm their obligations under the Lease, as hereby amended.

This Lease Amendment may be executed and delivered in any number of counterparts, each of which shall be deemed an original, and all of which taken together shall constitute but one and the same instrument. This Lease Amendment shall become binding only when both County and Tenant have executed and delivered to the other one or more counterparts. Such delivery may occur via facsimile or electronic mail.

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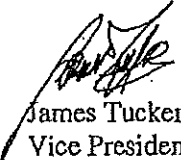
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Mrs Diane R. Schwartz Jones
Assistant Chief Administrative Officer
Montgomery County
LEASE AMENDMENT
March 18, 2008
page 2

If the above is acceptable to the County, please execute this letter where indicated below and return an executed copy to me by e-mail.


In the interim, should you have any questions or require assistance, please let me know. Once again, thank you for your continued time and cooperation in this matter

Sincerely,
Live Nation Worldwide, Inc.


James Tucker
Vice President of Legal Affairs
Real Estate – Venues and Alliances

AGREED AND CONSENTED TO this 15th day of July, 2008 by Montgomery County,
Maryland

MONTGOMERY COUNTY, MARYLAND

By: 
Diane R. Schwartz Jones
Assistant Chief Administrative Officer

cc: File

LIVE NATION

Tel 713.691.2738 Fax 713.691.8695
james.tucker@livenation.com

VIA E-MAIL

James M. Tucker
Vice President of Legal Affairs
Real Estate - Venues and Alliances

May 30, 2008

Mrs. Diane R. Schwartz Jones
Assistant Chief Administrative Officer
Montgomery County
101 Monroe Street, 3rd Floor
Rockville, Md. 20850
(240) 777-6736

Re: Lease Agreement dated January 17, 2008 "Lease"
Live Nation Worldwide, Inc. "Tenant"
Montgomery County, Maryland "County"
Fillmore
Silver Spring, MD
Lease Amendment

Dear Mrs. Jones:

With reference to the above and my letter of March 18, 2008, for the benefit of County and Tenant and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties desire to further amend the Lease as follows:

1. All references to June 1, 2008 as the date by which the Conveyance Agreement is to be entered into shall be changed to July 15, 2008;
2. All references to June 1, 2008 in Section 7(b) of the Lease (as amended by my letter of March 18, 2008) shall be changed to July 15, 2008;
3. All references to June 1, 2008 as the date by which the Signage Plan is to be attached to the Lease shall be changed to July 15, 2008; and
4. All references to June 1, 2008 in Section 3(g) of the Lease (as amended by my letter of March 18, 2008) shall be changed to July 15, 2008

As amended hereby, the Lease remains in full force and effect, and County and Tenant do hereby ratify and reaffirm their obligations under the Lease, as hereby amended.

This Lease Amendment may be executed and delivered in any number of counterparts, each of which shall be deemed an original, and all of which taken together shall constitute but one and the same instrument. This Lease Amendment shall become binding only when both County and Tenant have executed and delivered to the other one or more counterparts. Such delivery may occur via facsimile or electronic mail.

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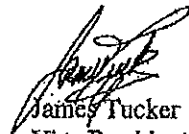
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Mrs Diane R. Schwartz Jones
Assistant Chief Administrative Officer
Montgomery County
LEASE AMENDMENT
March 18, 2008
page 2

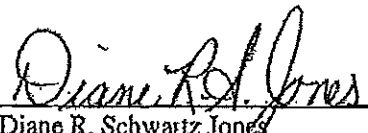
In the interim, should you have any questions or require assistance, please let me know.
Once again, thank you for your continued time and cooperation in this matter.

Sincerely,
Live Nation Worldwide, Inc


James Tucker
Vice President of Legal Affairs
Real Estate - Venues and Alliances

AGREED AND CONSENTED TO this 30th day of May, 2008 by Montgomery County,
Maryland.

MONTGOMERY COUNTY, MARYLAND

By: 
Diane R. Schwartz Jones
Assistant Chief Administrative Officer

cc: File

LIVE NATION

Tel 713.693.2738 Fax 713.693.8695
jamestucker@livenation.com

VIA E-MAIL

James N. Tucker
Vice President of Legal Affairs
Real Estate - Venues and Alliances

March 18, 2008

Mrs. Diane R. Schwartz Jones
Assistant Chief Administrative Officer
Montgomery County
101 Monroe Street, 3rd. Floor
Rockville, Md. 20850
(240) 777-6736

Re: Lease Agreement dated January 17, 2008 "Lease"
Live Nation Worldwide, Inc "Tenant"
Montgomery County, Maryland "County"
Hillmore
Silver Spring, MD
Lease Amendment

Dear Mrs. Jones:

With reference to the above, for the benefit of County and Tenant and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties desire to amend the Lease as follows:

- 1 All references to April 1, 2008 as the date by which the Conveyance Agreement is to be entered into shall be changed to June 1, 2008;
- 2 All references to April 1, 2008 in Section 7(b) of the Lease shall be changed to June 1, 2008;
3. All references to May 1, 2008 as the date by which the Signage Plan is to be attached to the Lease shall be changed to June 1, 2008; and
- 4 All references to May 1, 2008 in Section 3(g) of the Lease shall be changed to June 1, 2008

As amended hereby, the Lease remains in full force and effect, and County and Tenant do hereby ratify and reaffirm their obligations under the Lease, as hereby amended.

This Lease Amendment may be executed and delivered in any number of counterparts, each of which shall be deemed an original, and all of which taken together shall constitute but one and the same instrument. This Lease Amendment shall become binding only when both County and Tenant have executed and delivered to the other one or more counterparts. Such delivery may occur via facsimile or electronic mail.

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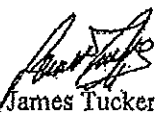
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Mrs Diane R. Schwartz Jones
Assistant Chief Administrative Officer
Montgomery County
LEASE AMENDMENT
March 18, 2008
page 2

In the interim, should you have any questions or require assistance, please let me know.
Once again, thank you for your continued time and cooperation in this matter

Sincerely,
Live Nation Worldwide, Inc.



James Tucker
Vice President of Legal Affairs
Real Estate - Venues and Alliances

AGREED AND CONSENTED TO this 19th day of March, 2008 by Montgomery County,
Maryland.

MONTGOMERY COUNTY, MARYLAND

By: 
Diane R. Schwartz Jones
Assistant Chief Administrative Officer

cc: File